

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

RECORDATION NO. 14421-A

Filed & Recorded

JUL 12 1985 2-45 PM

INTERSTATE COMMERCE COMMISSION

5-193A067

No.

Date

Fee

ICC Washington, D. C.

JUL 12 1985

10.00

MOTOR OPERATING UNIT

JUL 12 2 42 PM '85

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH LONDON E. C. 2
2 HONEY LANE, CHEAPSIDE
LONDON EC2V 8BT, ENGLAND
TELEPHONE: 1-606-1421
TELEX: 8814901
RADIOFAX/INFOTEC:
1-606-1425

RALPH L. MCAFEE
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
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JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK

RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
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MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
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MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLING
ROGER D. TURNER
PHILIP A. GELSTON
RORY O. MILLSON
NEIL P. WESTREICH

July 2, 1985

Amendment Agreement No. 3 Dated as of June 20, 1985
Amending Reconstruction and Conditional Sale Agreement Filed
Under Recordation No. 14421, Transfer Agreement
Filed under Recordation No. 14421-A, Lease of Railroad
Equipment Filed under Recordation No. 14421-B and Hulk
Purchase Agreement Filed under Recordation No. 14421-D

Dear Mr. Bayne:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Grand Trunk Western Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 3 dated as of June 20, 1985, among Grand Trunk Western Railroad Company, as Lessee or Builder or Seller, Mercantile-Safe Deposit and Trust Company, as Agent, Whirlpool Leasing Services, Inc., as Vendee.

Amendment Agreement No. 3 amends a Reconstruction and Conditional Sale Agreement, Transfer Agreement, Lease of Railroad Equipment and Hulk Purchase Agreement each dated as of August 15, 1984, previously filed and recorded with the Interstate Commerce Commission on September 6, 1984, at 10:30 a.m., Recordation No. 14421, an Amendment Agreement dated as of December 15, 1984, previously filed and recorded with the Interstate Commerce Commission on December 26, 1984, at 12:30 p.m., Recordation Number 14421-E, and Amendment Agreement No. 2 dated as of March 15, 1985,

Thank this
will be 14421-G

Counters
Mike Farrell

previously filed and recorded with the Interstate Commerce Commission on April 22, 1985, at 2:35 p.m., Recordation Number 14421-F.

The Amendment Agreement amends the Reconstruction and Conditional Sale Agreement, the Transfer Agreement, the Lease of Railroad Equipment and the Hulk Purchase Agreement to delete diesel electric locomotive GTW 5918 and to substitute diesel electric locomotive GTW 5925.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 14421-G.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for
Grand Trunk Western
Railroad Company

James H. Bayne, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423.

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

7/15/85

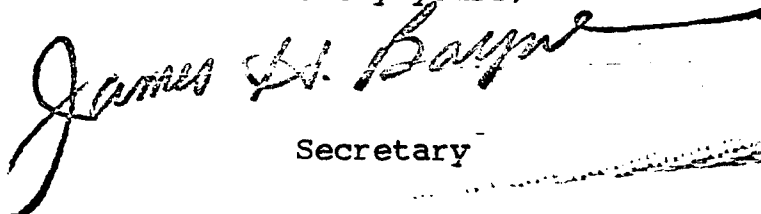
OFFICE OF THE SECRETARY

Laurence V. Goodrich
Crawath, Swaine & Moore
One Chase Manhattan Plaza
New York, New York 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/12/85 at 2:45pm and assigned re-
recording number(s). 14421-G

Sincerely yours,


Secretary

Enclosure(s)

RECORDATION NO. 14421-19 Filed & Recorded

JUL 12 1985 2- 4 5 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 3 dated as of June 20, 1985, among GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), and WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation (the "Vendee").

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of August 15, 1984 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of August 15, 1984 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of August 15, 1984 (the "Lease");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of August 15, 1984 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";


WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 6, 1984, at 3:35 p.m., recordation number 14421, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 7, 1984, at 10:30 a.m.;

WHEREAS certain of the parties hereto have entered into an Amendment Agreement dated as of December 15, 1984, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 26, 1984, at 12:30 p.m., recordation number 14421-E, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 24, 1984, at 1:05 p.m.;

WHEREAS certain of the parties hereto have entered into Amendment Agreement No. 2 dated as of March 15, 1985, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 22, 1985, at 2:35 p.m., recordation number 14421-F;

WHEREAS the parties hereto now desire to amend the Documents to delete diesel electric locomotive GTW 5918 and to substitute diesel electric locomotive GTW 5925 therefor;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Diesel electric locomotive GTW 5918 listed under the column with the heading "Old and New Railroad Road Nos. (Inclusive)" to Schedule A to the RCSA is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor. 

2. Diesel electric locomotive GTW 5918 listed under the column with the heading "Lessee's Road Numbers" to Annex I to the Transfer Agreement is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

3. Diesel electric locomotive GTW 5918 listed under the column with the heading "Lessee's Road Numbers (Inclusive)" to Schedule A to the Lease is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

4. Diesel electric locomotive GTW 5918 listed under the column with the heading "Lessee's Road Numbers" to Exhibit A to the Hulk Purchase Agreement is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

9. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

GRAND TRUNK WESTERN RAILROAD
COMPANY,

by

P. S. Intro

Vice President

[Corporate Seal]

Attest:

[Signature]
Asst Secretary

[Signature]
6-20-85

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by

Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

WHIRLPOOL LEASING SERVICES,
INC.,

by

Vice President

[Corporate Seal]

Attest:

Vice President

STATE OF MARYLAND,)
)
 CITY OF BALTIMORE,)

On this day of June 1985, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

 Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
) ss.:
 COUNTY OF WAYNE,)

On this *20th* day of June 1985, before me personally appeared *P.E. Tatro*, to me personally known, who, being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Kevin M. Stanko

 Notary Public

[Notarial Seal]

My Commission Expires

KEVIN M. STANKO
 Notary Public, Macomb County, Michigan
 Acting in Wayne County
 My Commission Expires July 27, 1986

STATE OF MICHIGAN,)
)
COUNTY OF OAKLAND,)

On this day of June 1985, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of WHIRLPOOL LEASING SERVICES, INC. that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

AMENDMENT AGREEMENT No. 3 dated as of June 20, 1985, among GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), and WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation (the "Vendee").

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of August 15, 1984 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of August 15, 1984 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of August 15, 1984 (the "Lease");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of August 15, 1984 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 6, 1984, at 3:35 p.m., recordation number 14421, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 7, 1984, at 10:30 a.m.;

WHEREAS certain of the parties hereto have entered into an Amendment Agreement dated as of December 15, 1984, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 26, 1984, at 12:30 p.m., recordation number 14421-E, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 24, 1984, at 1:05 p.m.;

WHEREAS certain of the parties hereto have entered into Amendment Agreement No. 2 dated as of March 15, 1985, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 22, 1985, at 2:35 p.m., recordation number 14421-F;

WHEREAS the parties hereto now desire to amend the Documents to delete diesel electric locomotive GTW 5918 and to substitute diesel electric locomotive GTW 5925 therefor;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Diesel electric locomotive GTW 5918 listed under the column with the heading "Old and New Railroad Road Nos. (Inclusive)" to Schedule A to the RCSA is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

2. Diesel electric locomotive GTW 5918 listed under the column with the heading "Lessee's Road Numbers" to Annex I to the Transfer Agreement is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

3. Diesel electric locomotive GTW 5918 listed under the column with the heading "Lessee's Road Numbers (Inclusive)" to Schedule A to the Lease is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

4. Diesel electric locomotive GTW 5918 listed under the column with the heading "Lessee's Road Numbers" to Exhibit A to the Hulk Purchase Agreement is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

9. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

GRAND TRUNK WESTERN RAILROAD
COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,


by



Vice President

[Corporate Seal]

Attest:



Corporate Trust Officer

WHIRLPOOL LEASING SERVICES,
INC.,

by

Vice President

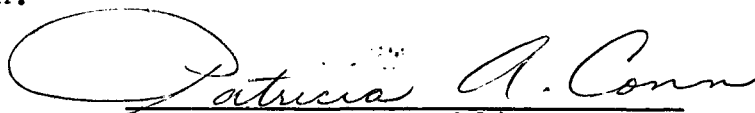
[Corporate Seal]

Attest:

Vice President

STATE OF MARYLAND,)
)
 CITY OF BALTIMORE,)

On this *20th* day of June 1985, before me personally appeared *R.E. SCHREIBER*, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


 Notary Public

[Notarial Seal]

My Commission Expires *7-1-86*

STATE OF MICHIGAN,)
) ss.:
 COUNTY OF WAYNE,)

On this day of June 1985, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

 Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
)
 COUNTY OF OAKLAND,)

On this day of June 1985, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of WHIRLPOOL LEASING SERVICES, INC. that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

AMENDMENT AGREEMENT No. 3 dated as of June 20, 1985, among GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"), and WHIRLPOOL LEASING SERVICES, INC., a Delaware corporation (the "Vendee").

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of August 15, 1984 (the "RCSA");

WHEREAS the Agent and the Vendee have entered into a Transfer Agreement dated as of August 15, 1984 (the "Transfer Agreement");

WHEREAS the Lessee and the Vendee have entered into a Lease of Railroad Equipment dated as of August 15, 1984 (the "Lease");

WHEREAS the Vendee and the Seller have entered into a Hulk Purchase Agreement dated as of August 15, 1984 (the "Hulk Purchase Agreement");

WHEREAS the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement are collectively called the "Documents";

WHEREAS the Documents were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 6, 1984, at 3:35 p.m., recordation number 14421, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 7, 1984, at 10:30 a.m.;

WHEREAS certain of the parties hereto have entered into an Amendment Agreement dated as of December 15, 1984, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 26, 1984, at 12:30 p.m., recordation number 14421-E, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 24, 1984, at 1:05 p.m.;

WHEREAS certain of the parties hereto have entered into Amendment Agreement No. 2 dated as of March 15, 1985, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 22, 1985, at 2:35 p.m., recordation number 14421-F;

WHEREAS the parties hereto now desire to amend the Documents to delete diesel electric locomotive GTW 5918 and to substitute diesel electric locomotive GTW 5925 therefor;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Diesel electric locomotive GTW 5918 listed under the column with the heading "Old and New Railroad Road Nos. (Inclusive)" to Schedule A to the RCSA is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

2. Diesel electric locomotive GTW 5918 listed under the column with the heading "Lessee's Road Numbers" to Annex I to the Transfer Agreement is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

3. Diesel electric locomotive GTW 5918 listed under the column with the heading "Lessee's Road Numbers (Inclusive)" to Schedule A to the Lease is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

4. Diesel electric locomotive GTW 5918 listed under the column with the heading "Lessee's Road Numbers" to Exhibit A to the Hulk Purchase Agreement is hereby deleted and diesel electric locomotive GTW 5925 is hereby substituted therefor.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

9. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

GRAND TRUNK WESTERN RAILROAD
COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent,

by

Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer



WHIRLPOOL LEASING SERVICES,
INC.,

by *Richard L. Lupton*
Vice President

Attest.

Anthony S. Blawie
Vice President

STATE OF MARYLAND,)
)
 CITY OF BALTIMORE,)

On this day of June 1985, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
) ss.:
 COUNTY OF WAYNE,)

On this day of June 1985, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

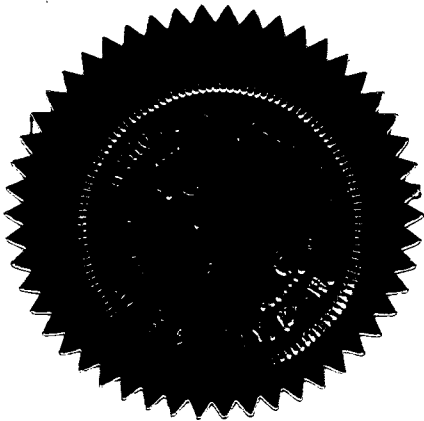
Notary Public

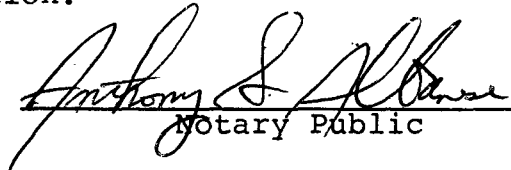
[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
) ^{WAYNE}
COUNTY OF ~~OAKLAND~~,)

On this ^{24th} day of June 1985, before me personally appeared ^{Richard ZAMOTSE}, to me personally known, who, being by me duly sworn, says that he is a Vice President of WHIRLPOOL LEASING SERVICES, INC. that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




Notary Public

ANTHONY S. ALBANESE
Notary Public, Wayne County, MI
My Commission Expires June 17, 1986
Acting in Oakland Co.